



1740 Broadway  
New York, NY 10019

T: 212.468.4800  
F: 212.468.4888

www.dglaw.com

Direct Dial: 212.468.4950  
Personal Fax: 212.974.6948  
Email: gbrochin@dglaw.com

**MEMO ENDORSED**

June 11, 2015

**VIA ECF**

Hon. Ronnie Abrams  
United States District Court  
Southern District of New York  
500 Pearl Street, Room 620  
New York, NY 10007

SDC-SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
FILED: JUN 12 2015

Re: Ludizaca et al v. GFB Restaurant Corp. et al.  
Case No. 13-cv-9180(RA)(MHD)

Dear Judge Abrams:

This firm represents the Defendants in the above-referenced action. This letter has been reviewed by, and is being submitted on behalf of, counsel for all parties.

The parties in this matter have now reached agreement on all of the terms and conditions of a settlement agreement. We are currently in the process of collecting signatures from all of the parties (there are several opt-in plaintiffs). The first payment under the settlement agreement is due thirty days after the agreement is executed by all parties, after which the parties will submit a stipulation of voluntary dismissal with prejudice pursuant to F.R.C.P. 41(a)(1)(A)(ii). The parties will not be seeking judicial approval of the settlement.

At this time, a stipulation is due to Your Honor on June 22, 2015. In order to allow for sufficient time to execute the Settlement Agreement and for the first payment to be made, we respectfully request that the deadline to submit the stipulation of dismissal with prejudice be extended until July 22, 2015.

Further, the parties request that the Court retain jurisdiction to enforce the terms of the Settlement Agreement, should any court intervention become necessary in the future. Thank you for your consideration.

Respectfully submitted,

Gregg Brochin  
Counsel for Defendants

cc: Molly Smithsimon, counsel for Plaintiffs, via ECF

The parties' stipulation of settlement shall be filed no later than July 22, 2015. Pursuant to the Court's Individual Rules and Practices, the Court will retain jurisdiction only if the parties put the terms of their agreement on the public record.  
SO ORDERED.

  
Ronnie Abrams, U.S.D.J.  
June 12, 2015